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ABSTRACT

The collective bargaining agreement between the Board of Trustees of the Napa Valley Community College District and the Napa Valley College Faculty Association/California Teachers Association/National Education Association is presented. This contract, in effect from June 1988 through July 1989, deals with the following topics: bargaining agent recognition; association rights; grievance procedures; employee rights; payroll deductions; salaries; health and welfare benefits; hours of instruction and instructional load; leave and miscellaneous provisions; academic calender; reassignment policy; organizational security; resignations; regular and contract faculty evaluations; and contract term. Appendixes include the regular and contract faculty salary schedule; the 1989-90 academic calendar; an hours of employment and instructional load table; and information on annual instructional load, retirement plans, and evaluation guideline changes. (PAA)

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ED388304

1988 – 89

# AGREEMENT

## NAPA VALLEY COMMUNITY COLLEGE DISTRICT

and

## NAPA VALLEY COLLEGE FACULTY ASSOCIATION/CTA/NEA

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July 1, 1988

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## ARTICLE 1 - RECOGNITION

1.1 The Board of Trustees of the Napa Valley Community College District, hereinafter referred to as "District," recognizes Napa Valley College Faculty Association/CTA/NEA, hereinafter referred to as "Association," as the exclusive representative for:

- Regular and Contract Instructors.
- Counselors.
- Division Chairs.
- Program Coordinators
- Part-time Credit Instructors who have taught three of the last five semesters.
- Librarians.

## ARTICLE 2 - ASSOCIATION RIGHTS

2.1 The Association shall have access to faculty offices and other non-teaching areas on the campus where faculty congregate, subject to reasonable regulation by the District. The Association may use institutional facilities for meetings concerned with Association business covered by the Rodda Act, subject to the reasonable rules of the District. Association activities will not interfere with the District's operation, classes, or employees' work activity.

2.2 The Association shall have access to faculty mailboxes.

2.3 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent/President subject to the following conditions: a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by an authorized Association officer; b) a copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as posting or distribution; and c) the Association will not post or distribute information which is defamatory of the District or its personnel.

2.4 One designated representative of the Association may be released from duty when representing a grievant, for attending a grievance conference with management scheduled during duty time.

2.5 The District will provide bulletin board space for Association posting at each District site (e.g., main campus) where unit members regularly work. The District will not be required to provide bulletin boards on non-District property.

2.6 The District will release three unit members from duty for the purpose of negotiating and representing the Association when the negotiating session is scheduled on duty time. The Association shall inform the District at the beginning of each semester which employees are to be released from non-student contact duties to attend off-campus meetings necessary for negotiations or grievance processing.

2.7 The District shall provide three (3) hours (one class) per semester paid release time for the Association President, and three (3) hours (one class) per semester paid release time for the Association Vice President.

2.8 The District shall provide up to twenty-five (25) additional release days for unit members for Association business. These shall be assigned as approved by the Association President or designee. The Association shall give the District five (5) working days prior written notification of the faculty member(s) and release day(s).

## ARTICLE 3 - GRIEVANCE PROCEDURE

### 3.1 DEFINITIONS

3.1.1 A "grievance" is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement.

3.1.2 A "grievant" is any unit member or the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Article 1, Recognition; Article 5, Payroll Deductions; or the Organizational Security provisions of this Agreement, the Association shall name a grievant for each grievance filed.

3.1.3 A "day" is a day in which the central office of the District is open for business.

3.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

### 3.2 GENERAL PROVISIONS

3.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

3.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

3.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the District may extend any time deadline by mutual agreement.

3.2.5 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

3.2.6 Any unit member may at any time present grievances to the District and have such grievances adjusted as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the

Association or an individual of the grievant's choice. Such individual representative shall not be an agent or representative of another employee organization. The Association shall have the right to be present at each stage of the grievance procedure.

3.3 PROCEDURE

Grievances will be processed in accordance with the following procedures:

3.3.1 Level I -- Informal Resolution

Any unit member who believes he or she has a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

3.3.2 Level II -- Formal Written Grievance

3.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The written information shall include: a) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; b) a listing of the provisions of this Agreement which are alleged to have been violated; c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and d) a listing of specific actions requested of the District which will remedy the grievance.

3.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

3.3.2.3 Within the above time limits, either party may request a conference.

3.3.3 Level III -- Appeal to the Superintendent/President

3.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision

on the appropriate form to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

3.3.3.2 The Superintendent/President shall communicate the decision to the grievant within ten (10) days. If the Superintendent/President does not respond within the time limits provided, the grievant may appeal to the next level.

3.3.4 Level IV -- Binding Arbitration

3.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

3.3.4.2 If either the District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitration has been decided. The process to be used in selecting an arbitrator shall be as set forth in Article 3.3.4.1.

3.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

3.3.4.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or

authority to make any decision that requires the District or the Administration to act in a manner prohibited by law.

3.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

3.3.4.6 The award of the arbitrator shall be final and binding.

3.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

3.3.4.8 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided for by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedures for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

## ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organizations' activities, provided every employee in the unit shall be represented by the exclusive representative as provided in the Rodda Act.

4.1.1 Effective Fall Semester 1986-87, new employees will receive a letter from the District describing the District/Faculty Association relationship.

## ARTICLE 5 -- PAYROLL DEDUCTIONS

5.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues.

5.2 Such deductions must be voluntarily authorized in writing by the employee on the appropriate form, subject to the following conditions:

5.2.1 Such deduction shall be made only upon submission of the appropriate form to the designated representative of the District, duly completed and executed by the employee and the Association.

5.2.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

## ARTICLE 6 - SALARIES

### 6.1 REGULAR AND CONTRACT FACULTY SALARY SCHEDULE

6.1.1 The Certificated Regular and Contract Faculty Salary Schedule, set forth in Appendix A to this Agreement, shall be improved at each step by eight-and-one-half percent (8 1/2%), retroactive to July 1, 1988; the Part-Time Hourly rate shall be improved by eight-and-one-half percent (8 1/2%), retroactive to the beginning of Spring Semester, 1989.

6.1.2 Proposition 98 monies which are not state-restricted in use shall be used to increase the Certificated Contract and Regular Faculty Salary Schedule by one percent (1%) in the year the District is awarded those funds. If the District receives those monies for fiscal year 1988-89 after the close of fiscal year 1988-89, those funds shall be applied up to one percent (1%) on the Certificated Contract and Regular Faculty Salary Schedule retroactive to July 1, 1988.

### 6.2 LONGEVITY INCREMENTS

6.2.1 Effective July 1, 1987, those unit members eligible for Longevity Increment 1 shall include:

1) faculty with either ten (10) years of service with the District at the top step of the certificated salary schedule or with twenty (20) years of service with the District; or
2) former administrators whose administrative salary was equal to or greater than the top step of the certificated salary schedule for at least ten (10) years; or
3) a combination of items 1 and 2 above.

6.2.2 Effective July 1, 1986, longevity increment 2 shall be established. Compensation shall be set at $2,000.00 per year. Those unit members eligible for this longevity increment step include:

1) faculty with fourteen (14) years of full-time service at the top of the salary schedule; or
2) former administrators whose administrative salary was equal to or greater than the top step of the faculty salary schedule for at least fourteen (14) years; or
3) a combination of items 1 and 2 above.

### 6.3 SALARY SCHEDULE ADVANCEMENT

6.3.1 Salary advancement proposals and projects shall be submitted to and approved by the Dean of Instruction pursuant to revised Board Policy 4510.

6.3.2 Board Policy 4510 contains its own appeal procedure, and as such, is excluded from the grievance article contained in this Agreement.

6.3.3 A unit member must successfully complete salary advancement proposals or projects at salary steps 6, 10, and 14. Unit members who have completed three salary advancement proposals or projects shall advance freely on the certificated salary schedule.

6.4 PART-TIME HOURLY SALARIES

6.4.1 Effective spring semester, 1989, the pay rate for part-time hourly credit unit members shall be $24.50 per hour, in accordance with Article 6.1.1 above.

6.4.2 Part-time hourly instructors of composition (English 100, 120, 121, 125) shall receive one hour per week per class for consultation with students.

6.5 DIVISION CHAIRS

6.5.1 Effective July 1, 1989, at the discretion of the Vice-President, Instruction and Student Services, each Division Chair shall receive either a stipend of Five Thousand Dollars ($5,000.00) per year or be provided fifty percent (50%) release time from the regular teaching assignment to perform the duties specified for a Division Chair, plus a Three Thousand Two Hundred Fifty Dollar ($3,250.00) stipend per year.

6.5.2 Effective July 1, 1989, Division Chairs shall be provided a total of one half-time secretarial position.

6.6 INDEPENDENT STUDY

The independent study hourly rate shall be Twelve Dollars ($12.00).

6.7 WORK-RELATED MILEAGE ALLOWANCE

The District shall inform all unit members who qualify of District policies and procedures in regard to mileage reimbursement. Mileage reimbursement shall be paid at the maximum IRS-allowed rate, under the following circumstances:

6.7.1 A unit member with a work assignment outside the Napa City Limits shall receive two-way mileage as measured from the Napa Valley College main campus.

6.7.2 A unit member with a work assignment inside the Napa city limits shall receive one-way mileage from work site to work site, as measured from the Napa Valley College main campus, if:

1) the member is working at more than one location during the work day; or
2) the member must travel from one work site to another work site (such as the main campus) to perform required duties, such as hold office hours or attend meetings.

6.8 HEAD COACHES

All head coaches are to be paid on the following percentage basis of step 1 of the current certificated salary schedule:

6.8.1 "A" Sports (Baseball, Men's Basketball, Women's Basketball, Softball) Head Coach, 6.5% (e.g. 1988-89 schedule -- $1,565.00).

6.8.2 "B" Sports (Cross Country, Golf, Soccer, Swimming, Men's Tennis, Women's Tennis, Volleyball, Wrestling) Head Coach, 3.5% (e.g., 1988-89 schedule -- $843.00).

6.9 DEFERRED PAYROLL

A bargaining unit member who takes personal unpaid leave for one semester or more shall be placed on deferred payroll when the member returns to work. If a unit member returns from leave during the fiscal year, the remaining salary due the unit member shall be prorated to cover July and August. The definition of deferred payroll is salary paid in twelve equal installments with the first payment payable the last working day of September and the twelfth payment payable the last working day of August. Commencing on July 1, 1980, new members of the bargaining unit shall be placed on deferred payroll. If requested, a bargaining unit member's salary may be paid in ten equal payments from the last working day in September to the last working day in June.

6.10 EXTRA-PAY ASSIGNMENTS

Extra days beyond the minimums listed below are to be determined by the District and assigned to faculty within divisions based upon seniority.

6.10.1 CAREER AND RE-ENTRY CENTER COORDINATOR
For the 1988-89 academic year the Career and Re-entry Center Coordinator will be paid an amount equal to 181/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year the Career and Re-entry Center Coordinator will be paid an amount equal to 203/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2 COUNSELORS

6.10.2.1 For the 1988-89 academic year each counselor will be paid an amount equal to 189/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year each counselor will be paid an amount equal to 188/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2.2 For the 1988-89 academic year the most senior counselor will be paid an amount equal to 199/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year the most senior counselor will be paid an amount equal to 198/175 of the

certificated salary schedule step upon which the individual is placed. Should the most senior counselor refuse these ten (10) extra days, the assignment will be reduced from twenty-three (23) additional days to thirteen (13) additional days, and the extra ten (10) days will not be offered to the remaining counselors. Any extra days the District elects to have worked will be offered to the remaining counselors on a seniority basis.

6.10.2.3 Each regular/contract EOPS counselor shall be paid an amount equal to 198/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2.4 The Articulation Officer/Counselor shall be paid an amount equal to 198/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2.4 The Counselor, Career/Re-entry Education, shall be paid an amount equal to 198/175 of the certificated salary schedule step upon which the individual is placed.

6.10.3 RESPIRATORY THERAPY INSTRUCTORS

For the 1988-89 academic year each Respiratory Therapy instructor will be paid an amount equal to 206/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year each Respiratory Therapy instructor will be paid an amount equal to 205/175 of the certificated salary schedule step upon which the individual is placed.

6.11 SALARY SCHEDULE STEP STATUS REPORT

The District shall provide each unit member with an annual statement of Certificated Salary Schedule step, as well as salary advancement information on what is required to advance to the next step, no later than February 1 of each academic year.

6.12 STRS EMPLOYER "PICK-UP"

The District agrees to implement the provisions of Section 414 (h) (2) of the Internal Revenue Code by making contributions to the State Teachers Retirement System on behalf of its employees who are members of the State Teachers Retirement System. The Resolution, adopted by the Board of Trustees December 12, 1985, received final approval on February 13, 1986, and is referenced on Page 41 of this Agreement.

6.13 PROGRAM COORDINATORS

Effective July 1, 1986, Program Coordinators shall receive annual stipends for work beyond normal teaching and related duties.

| | |
|---|---|
| Accounting | $833.00 |
| Agriculture/Horticulture | $833.00 |
| *Business | $833.00 |
| Computer Studies | $833.00 |

6.13 Program Coordinators, Continued

| | |
|---|---|
| Drafting Technology | $833.00 |
| Early Childhood Education | $833.00 |
| *Electronics | $833.00 |
| Machine Tool Technology | $833.00 |
| Photography | $833.00 |
| **Science/Math Computer Facilities | $833.00 |
| Secretarial Science | $833.00 |
| Small Business Management | $833.00 |
| Telecommunications | $833.00 |
| Viticulture | $833.00 |
| Welding | $833.00 |

*Additions approved by Board of Trustees action October, 1986.
**Additions approved by Board of Trustees action January, 1988.

## ARTICLE 7 - HEALTH AND WELFARE BENEFITS

### 7.1 REGULAR AND CONTRACT FACULTY BASIC MEDICAL AND DENTAL BENEFITS

7.1.1 Effective July 1, 1988, the District contribution to health and welfare benefits shall be increased by six percent (6%); District monthly contributions shall be:

| | |
|---|---|
| Single Coverage | $212.00 per Month |
| Two-Party Coverage | $247.00 per Month |
| Family Coverage | $323.00 per Month |

### 7.2 INCOME-PROTECTION COVERAGE

January 1, 1988 the District will add income protection for regular and contract faculty, provided in August 1987 when the final budget is adopted, the year-end balance is at least two (2) percent.

### 7.3 TERM LIFF INSURANCE COVERAGE

Effective February 1, 1987, the District will provide $50,000 term group life insurance for regular and contract faculty.

### 7.4 VISION CARE

Effective July 1, 1989, vision care shall be provided by the District to all regular and contract faculty; the plan shall be Vision Service Plan's (VSP's) current Plan C, five dollar ($5.00) deductible, with contact lens coverage (CCL).

### 7.5 PART-TIME HOURLY FACULTY BENEFITS

7.5.1 Effective July 1, 1989, the District contribution to health and welfare benefits for part-time hourly unit members shall be increased by six percent (6%); District monthly contributions shall be:

| | |
|---|---|
| Three or four hours per week | $ 21.62 per Month |
| Five, or six hours per week | $ 36.04 per Month |
| Seven, eight, or nine hours per week | $ 47.91 per Month |
| Ten or more hours per week | $ 54.06 per Month |

7.5.2 District agrees that future percentage health and welfare benefit increases for part-time unit members will not be less than the percentage increase granted to regular and contract unit members.

7.5.3 Benefits for part-time faculty employed during summer session shall be paid in accordance with Article 7.5.1.

## ARTICLE 8 -- HOURS OF EMPLOYMENT/INSTRUCTIONAL LOAD

### 8.1 HOURS OF EMPLOYMENT -- REGULAR AND CONTRACT FACULTY

Except as otherwise set forth in this Agreement, hours of employment shall be as follows:

8.1.1 All assigned teaching hours to a maximum of twenty hours per week.

8.1.2 Five office hours per week to be scheduled with the approval of the Dean of Instruction.

8.1.3 Five hours of other professional assignments and responsibilities including committee meetings, non-classroom responsibilities, and class preparation.

### 8.2 CLASS ASSIGNMENTS -- REGULAR AND CONTRACT FACULTY

Regular and Contract faculty may be assigned into the day and evening programs in order to fill out that faculty member's workload. Such assignments shall be based on the following guidelines:

8.2.1 Faculty shall first be assigned to day classes; however, in order to complete a full load, it may be necessary for a faculty member to be assigned to a combination of day and evening classes.

8.2.2 The administration shall encourage evening assignments on a voluntary basis. (See Memorandum of Understanding, Appendix C.) When no volunteers are available, the assignment shall be rotated among all qualified staff. Rotation shall be on an equitable basis (for example, by lot or by seniority with the least senior assigned first). Division chairs, with the approval of the Dean of Instruction, may replace themselves in the rotation with part-time hourly faculty.

8.2.3 In disciplines where only one faculty member is qualified to teach, it may be necessary for that faculty member to teach a combination of day and evening classes on a regular basis.

8.2.4 Regular and Contract faculty shall be given preference over hourly instructors in assignment to classes the former are qualified to teach. (Qualification is based upon having taught the class during the past two years and holding the regular community college instructor's credential or equivalent.)

8.2.5 Classes starting at or after 4:30 p.m. will be viewed as evening classes.

8.3 ASSIGNMENT FOLLOWING CLASS CANCELLATION

Regular and Contract faculty who have classes canceled may be assigned to another class, subject to the following procedures:

8.3.1 Following cancellation of a class, a faculty member may elect to have his or her annual load balanced by picking up an additional (equivalent) class the following semester. However, the faculty member may "owe" the District no more than one (1) class.

8.3.2 If possible, the faculty member will be assigned another section of a course he or she is currently teaching.

8.3.3 Unless waived, a Regular or Contract faculty member shall be assigned to a course he or she has taught in the past two years. The instructor may waive this requirement.

8.3.4 Regular and Contract faculty who experience class cancellations shall be reassigned to new classes within two weeks of the beginning of the semester.

8.3.5 Regular and Contract faculty may be reassigned to semester-length or less-than-semester-length classes.

8.3.6 Regular and Contract faculty will not replace a Part-Time Hourly instructor once a class has met.

8.3.7 Except for extra-pay classes, all evening assignments shall be counted as "turns" in evening rotation.

8.4 FALL SEMESTER ASSIGNMENTS

Regular and Contract faculty will be notified of Fall Semester assignments no later than June 15.

8.5 NINE-HOUR RULE

Whenever possible, the nine-hour rule (assignments shall be scheduled within a nine-hour workday) will be adhered to. When the nine-hour rule is not possible, the Division Chair will state, in writing, the necessity of the assignment, upon request of the faculty member.

8.5.1 Whenever possible, faculty will have a twelve-hour period between the end of one day's assignment and the beginning of the next. When the twelve-hour break is not possible, the Division Chair will state, in writing, the necessity of the assignment, upon request of the faculty member.

8.6 INSTRUCTIONAL LOAD

The instructional load for full-time instructors is assigned as set forth in Appendix D to this agreement.

8.7 EXTRA-PAY ASSIGNMENTS

Extra-pay assignments shall be compensated as set forth in Articles 6.10 and 6.13 of this Agreement.

8.7.1 Extra-pay assignments shall include:
Division Chair, Program Coordinators (listed in Article 6.13), independent study, hourly rate instructors including coaches, and duties performed at the request of and by agreement with management beyond the hours set forth in Articles 8.1 and 8.5 of this Agreement.

8.8 COUNSELORS

8.8.1 The hours of employment shall be to a maximum of thirty-five (35) hours per week. Counselors will be available to students on a scheduled and informal basis during these hours. Counselors will determine their schedules. Furthermore, it is understood that time will be provided for other student-related functions, professional activities, and other College assignments during these hours.

8.8.2 If in any one week period, a counselor completes his or her assignments in a minimum of thirty (30) hours, the remaining hours may be used at the counselor's professional discretion.

8.9 WORK YEAR

8.9.1 The work year for academic year 1988-89 shall be 176 days. The work year for academic year 1989-90 shall be 175 days.

8.9.1.1 Faculty members with extra workdays beyond the regular faculty work year are listed under Article 6.10 of this agreement.

8.9.2 For the 1988-89 academic year the work year for Counselors shall be 189 days, which includes each day the teaching faculty is on duty plus 13 additional days. The most senior counselor shall have a work year of 199 days, which includes each day the teaching faculty is on duty plus 23 additional days, per Article 6.10.2. For the 1989-90 academic year, the work year for Counselors shall be 188 days, which includes each day the teaching faculty is on duty plus 13 additional days; the most senior counselor shall have a work year of 198 days, which includes each day the teaching faculty is on duty plus 23 additional days, per article 6.10.2.

8.9.2.1 The additional days consist of 13 days immediately preceding the first day teaching faculty are required to be on duty (i.e. flex day activities or teaching assignments, whichever comes first). For the most senior counselor, the additional days consist of 17 days immediately preceding the first day teaching faculty are required to be on duty and 6 days immediately following the end of spring semester.

8.9.2.2 Following consultation with the counseling staff, the additional days will be assigned by the Dean, Student and Enrollment Services, within six weeks of the date of presentation of the proposed academic calendar for the subsequent year.

8.9.3 The work year for the Articulation Officer/Counselor, Career/Re-entry Education and EOPS Counselors shall be 198 days, which includes each day the teaching faculty is on duty plus twenty-three (23) additional days.

8.9.3.1 The additional days consist of thirteen (13) days immediately preceding the first day of the fall semester, five (5) days scheduled by mutual agreement of the EOPS counselors and their immediate supervisor during the fall-spring semester break, and five (5) days immediately following the end of the spring semester (the 30 hour work week for this 5 day period may be worked during a 4 day week if the college is open on a 4 day basis during this time).

8.10 WEEKLY STUDENT CONTACT HOURS (WSCH)

The Association agrees to allow the administration flexibility in achieving a weekly student contact hour (WSCH) level more in line with the average of the fifteen comparable colleges (whose average daily attendance ranges from 3,000 to 6,000), using the California Community College Presidents' Studies as the comparative document.

## ARTICLE 9 - LEAVE PROVISIONS
(Regular and Contract Unit Members)

9.0 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 3.

9.2 PERSONAL ILLNESS AND INJURY LEAVE

9.2.1 Unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work an eleven (11) or twelve (12) month year as part of their regular schedule shall be entitled to eleven (11) or twelve (12) days of leave respectively.

9.2.2 When a unit member is absent on account of illness or accident for a period of five (5) months or less, additional non- accumulated leave shall be available for a period not to exceed five (5) school months, provided the provisions of 9.2.4 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin on the tenth (10th) day of absence due to illness or injury.

9.2.3 If a unit member does not utilize the full amount of leave as authorized in 9.2.1 above in any school year, the amount not utilized shall accumulate from year to year.

9.2.4 Any absence due to illness or injury which exceeds five (5) days duration shall be supported by a written statement of a licensed physician indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a doctor's statement if requested by the District.

9.2.5 Whenever possible, a unit member must contact his immediate supervisor as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.

9.2.6 A unit member who is absent on leave for one-half day or less shall have deducted one-half day from the accumulated leave. If the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.

9.2.7 A unit member shall not be allowed to return to work and shall be placed on leave without pay for the day in question if the employee fails to notify the District of the employee's intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

9.3 PERSONAL NECESSITY LEAVE

9.3.1 Leave which is credited under 9.2.1 of this Article may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity does not exceed six (6) days in any school year.

9.3.2 For purposes of this provision personal necessity shall be limited to: a) death or serious illness of a member of the unit member's immediate family; b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; c) or other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period for matters which can be taken care of outside of work hours, or for recreational activities.

9.3.2.1 Before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" in section 9.3.2 above. Should circumstances outlined in "a" and "b" arise, the employee shall make every effort to comply with District procedures for notification. Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for the purpose set forth in 9.3.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

9.4 BEREAVEMENT LEAVE

9.4.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary, on account of the death of any member of his immediate family.

9.4.1.1 For purposes of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.

9.5 PREGNANCY DISABILITY LEAVE

9.5.1 Unit members are entitled to use accumulated sick leave as set forth in Articles 9.2.1 and 9.2.3, and non-accumulated sick leave as set forth in Article 9.2.2 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

9.5.2 Unit members are entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom when accumulated sick leave and non-accumulated sick leave have been exhausted. The length of such disability leave without pay, including the date on which the leave shall commence, shall be determined by the employee and the employee's physician.

9.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

9.5.4 A unit member may charge doctor's appointments for pregnancy against accrued paid sick leave.

9.5.5 The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.

9.6 LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD REARING

9.6.1 Leave without pay or other benefits may be granted to unit members for preparation for childbearing and for child rearing.

9.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

9.6.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent/President when considering the scheduling and replacement problems of the District.

9.6.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

9.6.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

9.6.6 There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary faculty in earning tenure status.

9.6.7 If a unit member is on leave for childbearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

9.7 INDUSTRIAL ACCIDENT LEAVE

9.7.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

9.7.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

9.7.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

9.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Funded Workers' Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

9.7.4.1 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

9.8 JUDICIAL LEAVE

9.8.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or appearance as a witness.

9.8.2 The unit member, while serving jury duty, will receive regular earnings from the District and must endorse to the District any stipend received for jury service.

9.8.2.1 If the unit member fails to endorse to the District any stipend received for jury service, the District shall deduct from the unit member's salary warrant, the amount of such stipend actually paid to and retained by the unit member.

9.9 SABBATICAL LEAVE

9.9.1 Faculty members whom the District considers to be regular certificated employees shall be eligible for sabbatical leave upon completion of seven (7) years of continuous service.

9.9.2 A faculty member granted a sabbatical leave must agree in writing to return and teach in the District for at least two full years immediately following his/her leave. A performance bond to guarantee such return may be required.

9.9.3 A faculty member desiring sabbatical leave must make application for such leave to the Faculty Senate Faculty Affairs Committee, in writing. In his/her application, the faculty member shall state his/her term of service in the District, his/her program for the period of the sabbatical, and his/her willingness to return to the District. The Faculty Affairs Committee shall make recommendation regarding the disposition of all applications to the Superintendent/President, and then to the Board of Trustees at the first regular meeting in February of the year preceding the desired leave.

9.9.3.1 The Faculty Senate Faculty Affairs Committee shall submit a written recommendation to the Superintendent/ President. The Superintendent/President shall review the recommendation of the committee and attach his or her recommendation to the Board of Trustees.

In making his or her recommendation, the Superintendent/ President shall consider the educational and financial needs of the District.

9.9.4 A sabbatical leave may be granted to pursue a course of study, to conduct research relative to the applicant's field, or to engage in any specific activity which, in the judgment of the Faculty Senate Faculty Affairs Committee, will enable him/her to improve the quality of his/her work, or to make a significant contribution to the science of his/her field.

9.9.5 For unit members who receive approval for a one (1) year sabbatical leave, compensation shall be sixty percent (60%) of the salary for which the applicant would have been eligible during the year of his/her leave. For unit members who receive approval for a one (1) semester leave, compensation shall be one hundred percent (100%) of the salary for which the applicant would have been eligible during the semester of his/her leave. District health and welfare contributions will continue.

9.9.6 A faculty member returning from sabbatical leave shall file a report for inclusion in his/her Professional Growth file with the Faculty Affairs Committee before the sixth week of the term. This report shall outline his or her activities on leave, state the outcome of any research, and include a copy of the transcript of credits earned from courses, if any, taken during the period of leave. The Instructor may be required to make an oral presentation to the Board of Trustees.

9.9.7 A year sabbatical leave shall be counted as a year of experience on the salary schedule, and no break in service shall be imputed to occur as a result of taking sabbatical leave.

9.9.8 The number of sabbatical leaves, if any, shall be determined by the District.

9.9.9 Any sabbatical leave benefits granted to less than full-time regular unit members shall be prorated.

9.10 PERSONAL BUSINESS LEAVE

9.10.1 Effective July 1, 1987, regular and contract unit members shall be entitled to one day per semester Personal Business Leave, not charged to Personal Illness and Injury Leave. The unit member shall reimburse the District for the actual cost of a substitute. The unit member must give the District five (5) working days notice.

## ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 During the term of this Agreement the District and Association expressly waive and relinquish their right to meet and negotiate; and they agree that they will not be obligated to negotiate on any matters whether contained in the contract or not contained in the contract. The parties agree that no matters subject to meet and negotiation will be presented or negotiated except by mutual agreement.

10.2 DISTRICT RIGHTS

The following will not be interpreted to allow the District to violate the Education Code or otherwise violate any laws. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

10.2.1 Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different, or additional locations, shifts, or work duties for the purpose of meeting emergencies, as defined in Section 8558(c) of the Government Code. However, such emergency assignments shall not extend beyond the period of such emergency. Nothing in this Article shall be construed to include a fiscal emergency.

10.3 SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

10.4 CONCERTED ACTIVITY

It is understood and agreed that during the term of this contract, neither parties' officers, employees, agents, or members will directly or indirectly engage in, sanction, or support a concerted activity which would suspend, interfere with, or interrupt the normal work and operations of the District, including, but not limited to, strikes and lockouts.

10.4.1 Nothing contained herein shall prohibit layoffs in conformance with the provisions of the Education Code.

10.5 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

## ARTICLE 11 -- ACADEMIC CALENDAR

11.1 For the 1989-90 academic year, the academic calendar shall be as set forth in Appendix B to this agreement.

11.2 The academic calendar for 1989-90 will follow the traditional calendar format as proposed by the District. During Fall Semester 1989-90, the District will conduct a survey of the early-start/early-finish calendar format. The survey will consist of the following:

A poll of fifteen comparable districts to determine their calendars and what ADA impacts, if any, resulted from shifts to an early-start/early-finish format.

A questionnaire distributed to a random sample of administrators, NC-ACE members, vocational and transfer students, and student parents to assess the support for an early-start/early-finish format and the pros and cons they associate with such a change.

An assessment by Maintenance and Operations of the cost implications on the physical plant of a calendar change (heating/air conditioning costs, etc.).

An assessment of the impact on the Office of Admissions and Records workload.

The results of the survey will be shared with the Faculty Association by the end of the Fall Semester, 1989-90. Unless the results of the study indicate a negative impact on a significant number of students, staff, or budget at Napa Valley College, the District will proceed to implement an early calendar for academic year 1990-91.

11.3 The 1989-90 academic calendar will contain 172 instructional days and 3 flex days for a 175 day work year. The number of flex days in 1989-90 will be subject to change by agreement of both parties.

## ARTICLE 12 - REASSIGNMENT POLICY

12.1 Reassignment is defined as a substantive change in the nature of a unit member's duties and/or a significant change in the unit member's work location.

12.1.1 A reassignment shall not be made in an arbitrary, capricious, or discriminatory manner, nor for the purpose of punishing or imposing discipline upon a unit member.

12.1.2 Whenever possible, voluntary and involuntary reassignments shall be made on the basis of seniority.

12.2 VOLUNTARY REASSIGNMENT

12.2.1 The District Personnel Office will maintain a registry of unit members who wish to be directly notified of faculty position vacancies as they occur.

12.2.1.1 Unit members who file their names with the registry will receive copies of vacancy announcements.

12.3 INVOLUNTARY TRANSFERS

12.3.1 Involuntary transfers shall be made when required by the District.

12.3.2 Prior to making a decision to involuntarily reassign any unit members, the District shall notify the Association and all affected unit members and offer to meet and discuss the proposed reassignment action.

12.3.3 Wherever possible, affected employees shall be given one semester's notice in advance before any reassignment occurs.

12.3.4 If requested, written reasons will be provided for any reassignment.

## ARTICLE 13 - ORGANIZATIONAL SECURITY

13.1 Employees shall have the absolute right to form, join, or participate in the organization(s) of their choice. Employees shall not be required as a condition of employment to pay fees and dues to any organization that they have not freely and voluntarily joined.

13.2 Employees who are dues paying members of the Association at the outset of this Agreement, or who join the Association during the term of this Agreement, shall be required to maintain membership until the expiration of this Agreement. Nothing contained in the Agreement, however, shall deprive the employee of the right to terminate his obligation to the employee organization within a period of thirty (30) days following the expiration of this Agreement.

13.3 The Association shall indemnify and hold harmless the District for any claim made of any nature and against any lawsuit instituted against the District, including attorney fees arising from the processing of bargaining unit members' payroll deductions.

## ARTICLE 14 -- RESIGNATIONS

14.1 A unit member shall have two working days to withdraw a resignation without prejudice.

## ARTICLE 15 -- REGULAR AND CONTRACT FACULTY EVALUATIONS

15.1 During the Fall Semester, 1989, the Association shall survey its unit members concerning the current evaluation process. Any changes recommended by unit members will be developed into proposals to be presented in the regular negotiations process.

## ARTICLE 16-- TERM

16.1 This Agreement shall remain in full force and effect up to and including June 30, 1989; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 1989, of its request to modify, amend, or terminate the Agreement.

This Agreement is a resolution of all issues raised during these negotiations and shall become effective on July 1, 1988.

For the Napa Valley College
Faculty Association/CTA/NEA

Richard J. Bremer, President

Date: 9-8-89

For the Napa Valley Community
College District

William H. Feddersen, Superintendent

Date: 8-30-89

APPENDIX A

NAPA VALLEY COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
FY 1988-89

| STEP | 1988-89 | 1988-89 Additional 1% Prop. 98 Funds |
|---|---|---|
| 1 | $23,839 | $24,077 |
| 2 | 25,232 | 25,484 |
| 3 | 26,611 | 26,877 |
| 4 | 28,017 | 28,297 |
| 5 | 29,411 | 29,705 |
| 6 | 31,261 | 31,574 |
| 7 | 32,651 | 32,978 |
| 8 | 34,045 | 34,385 |
| 9 | 35,438 | 35,792 |
| 10 | 36,832 | 37,200 |
| 11 | 38,595 | 38,981 |
| 12 | 40,003 | 40,403 |
| 13 | 40,953 | 41,363 |
| 14 | 42,350 | 42,774 |
| 15 | 43,733 | 44,170 |
| Longevity Increment I ($1,263) | | 45,433 |
| Longevity Increment II ($2,000) | | 47,433 |

Longevity Increment I ($1,263)

1) 10 yrs. of service with the District at the top step of the salary schedule or 20 yrs. of service with the District; or
2) former administrators whose administrative salary was equal to or greater than the top step of the certificated salary schedule for at least 10 yrs.
3) a combination of items 1 and 2 above.

Longevity Increment II ($2,000)

1) 14 yrs. of full-time service at the top step of the salary schedule; or
2) former administrators whose administrative salary was equal to or greater than the top step of the faculty salary schedule for at least 14 yrs.
3) a combination of items 1 and 2 above.

Health & Welfare Benefits:

Single .....$212/Month
Two Party .....$247/Month
Family .....$323/Month

Part-Time Credit Instructors .....$22.50/Hour
Effective Spring Semester .....$24.50/Hour

APPENDIX B

# Napa Valley College

INSTRUCTIONAL CALENDAR 1989/1990

## FALL SEMESTER 1989

### SEPTEMBER 1989

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | |
| 3 | | | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### OCTOBER 1989

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

### NOVEMBER 1989

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | |
| 26 | 27 | 28 | 29 | 30 | | |

### DECEMBER 1989

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | | | | | | |
| 24/31 | | | | | | |

### JANUARY 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | |
| 28 | | | | | | |

## SPRING SEMESTER 1990

### FEBRUARY 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | | | |

### MARCH 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### APRIL 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | | 28 |
| 29 | 30 | | | | | |

### MAY 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | | 29 | 30 | 31 | | |

### JUNE 1990

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |

## SPECIAL DAYS

Labor Day.....Sep 4
Instr. Improvement Day..Sep 5
Classes Begin.....Sep 6
Veteran's Day.....Nov 10
Thanksgiving.....Nov 22-25
Fall Recess.....Dec 18-Jan 1
Martin L. King Day.....Jan 15
Finals.....Jan 20-26
Classes End.....Jan 26
Semester Break...Jan 27-Feb 3

Instr. Improvement Day..Feb 5
Classes Begin.....Feb 6
Lincoln's Day.....Feb 9
Washington's Day.....Feb 19
Spring Recess.....Apr 9-14
Instr. Improvement Day.Apr 27
Memorial Day.....May 28
Finals.....Jun 9-15
Classes End.....Jun 15
Semester Break.....Jun 16



Classes in Session

Instructional Improvement Day

Holiday/ Non-Teaching Day

APPENDIX C

MEMORANDUM OF UNDERSTANDING

HOURS OF EMPLOYMENT -- INSTRUCTIONAL LOAD

For the purpose of this Memorandum of Understanding, the Office of Instruction and Student Services agrees to the following items which are not subject to grievance:

1. To encourage volunteers in the evening program, in some cases when a full-time instructor is assigned to teach in both day and evening, the instructor may complete a full-time assignment in four days per week. In this case, the instructor will still hold five office hours per week and perform all other duties normally considered to be part of a faculty member's assignment.

2. While the general practice of teaching three consecutive lecture class sections is not encouraged, faculty may be permitted to do so when demands of the instructional program and student needs are met.

3. Special consideration may be given to maintaining afternoon classes in order to encourage enrollments in the afternoon.

4. Because the College's prime intent is to offer and provide a credit program which is responsive to student needs, in certain cases the Division Chairs may approve class sections having less than the desired minimum. Exceptions may be made in the following cases:

   a. The course is a program requirement.
   b. The course is an advanced class in a series.
   c. The course is needed for recertification, relicensure, or accreditation.
   d. This is the first time that the course has been offered.
   e. This is the only course offered in a particular subject area.
   f. This is a single section course which must be offered several times to build enrollment.

   Each exception must also be reviewed for expected attrition to ensure that students will continue for the duration of the class.

This section has been established to create a set of norms for the assignment of instructor load. As a small institution, the College is bound to encounter situations which require special attention. However, exceptions will be made only in consultation with the Division Chair and with the approval of the Vice President, Instruction and Student Services.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

ANNUAL INSTRUCTIONAL LOAD BY DIVISION/ASSIGNMENT

Business and Computer Studies
- 30 Hours: Lecture Classes
- 35 Hours: Lecture/Lab Combination Classes
- 40 Hours: Lab Classes

Counseling
- Hours: As set forth in Article 8.8 of this Agreement.

Fine and Performing Arts
- 40 Hours: All Classes

Health Occupations
- 40 Hours: Associate Degree Nursing Program; Respiratory Therapy Program
- 46 Hours: Vocational Nursing Program
- 52 Hours: Psychiatric Technician Program

Language and Developmental Studies
- 30 Hours: Diagnostic Learning Service, English, and Reading Classes
- 32 Hours: English as a Second Language and Foreign Language Classes

Liberal Arts
- 30 Hours: All Classes

Librarians
- 70 Hours

Physical Education and Athletics
- 30 Hours: Health Education Classes
- 36 Hours: Health/Physical Education Combination Classes
- 40 Hours: Physical Education Classes

Science and Mathematics
- 30 Hours: All Classes

Sheltered Workshop
- 60 Hours

Technical
- 30 Hours: Administration of Justice and Early Childhood Program Lecture Classes
- 36 Hours: Administration of Justice and Early Childhood Program Lecture /Lab Combination Classes
- 40 Hours: Administration of Justice and Early Childhood Program Lab Classes
- 40 Hours: All Agriculture, Drafting, Electronics, Machine Tool, Photography, Telecommunications, Viticulture, and Welding Classes

APPENDIX E

MEMORANDUM OF UNDERSTANDING

RETIREMENT PLANS

The following retirement plans and pre-retirement reduction in workload plans are included in District Board Policy as referenced below.

| | |
|---|---|
| Early Retirement: | Board Policy 4230 and Administrative Regulations<br>Education Code Sections 23919, 88033<br>Board Policy 4230.2<br>Education Code Section 24007 |
| Reduction of Workload: | Board Policy 4575<br>Education Code Sections 22724, 87483 |
| STRS Employer "Pickup": | Internal Revenue Code Section 414 (h) (2)<br>Board of Trustees Resolution 210.01-86<br>(Adopted December 12, 1985, with final approval February 13, 1986.) |

Questions regarding these plans should be addressed to the District Personnel Services Office.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

EVALUATION GUIDELINE CHANGES

These changes to the Evaluation Guidelines for Contract and Regular Faculty shall be implemented in the 1986-87 academic year. All items not covered by these modifications remain as currently written.

A. Counselors and librarians are temporarily excluded from the classroom observation item; the Faculty Senate will develop an appropriate process for them in the fall.

B. It is intended that reference to course expectations be included in, but not dominate, the student evaluation process.

C. The student evaluation form is currently under revision and needs to be adopted by the Faculty Senate in the fall; the intent is to adopt several standard items and allow divisions to add additional items as appropriate.

D. Eliminate special evaluation calendars for individuals hired mid-year.

E. When an evaluation cycle is completed, both evaluatee and the District will retain copies of the data collected for one year. The copies requested by the Administration will be made by the Administration. After that period of time, the Administration will be responsible for returning the evaluation data to the evaluatee. Once the evaluation cycle is completed, when material from the evaluation file is reviewed by the Administration, the Chair of the team and the evaluatee must be present.

F. When an administrator receives material of a negative impact, meeting directly and immediately with the faculty member is appropriate. If resolution occurs to the satisfaction of the evaluatee, the matter may be dropped. If not, the matter must go to the evaluation team for consideration. On the part of the Administration, no further action, discussion, etc. should go on outside the evaluation process, without going to the evaluation team. An unresolved matter must go to the evaluation team or be dropped completely. Also, if any substantive action is to be taken by the Administration, the matter must go to the evaluation team.

G. The Evaluation Chairperson (Faculty Senate Vice President) is in charge of all evaluation guidelines and materials for the Faculty Senate.

H. First meetings of the evaluation teams will take place during the first week of classes.

I. Contract Evaluation Teams: Division Chairperson or designated administrator; one regular faculty member from outside the division, chosen by the Faculty Senate; one regular faculty member chosen from within the division by division vote. The Team Leader shall be the faculty member from outside the division.

J. A member of the evaluation team will administer and collect confidential, written evaluations of teaching performance by current students. (Optionally, instructors may also include evaluation by former students, if the evaluation team concurs.) Confidentiality of student comments will be assured. The instructor is allowed to remain in the classroom while the student evaluations are administered. Results of the student evaluations, including typed negative comments, will be available to the instructor within five working days. Student evaluations are to be administered to every student in attendance for the instructor's full-time assignment. (Required of all.)

K. The faculty member will be observed by the Division Chair who will make a written report based on a scheduled, fifty-minute classroom observation. In the Health Occupations Division the Program Coordinators will do the observation, unless there is no coordinator, in which case the Division Chair will be the responsible person. (Required of all.)

L. Regular Faculty Evaluation Teams: Two regular faculty members, one from the Division, both chosen by the Faculty Senate, and the Division Chair. The Team Leader shall be the faculty representative from outside the Division.

M. Delete 10.

N. Current contract faculty evaluation team will remain intact for 1986-87.

O. If an individual involved in the evaluation process believes the process outlined in the guidelines is not being followed properly, he/she may appeal concerns regarding the process to the Faculty Affairs Committee for recommendation.

THE FOLLOWING SIDE LETTER IS INCLUDED AS A REFERENCE ITEM

## SIDE LETTER: STUDY ISSUES

The District and Association agree that the topics listed below are best delegated to study by the Faculty Senate and appropriate administrative representatives.

1. Faculty Participation and Role within Academic Divisions Represented by Full-Time Administrators. Study to be conducted during the 1986-87 academic year.

2. Faculty Load and ADA Goals. Study to be conducted during the 1987-88 academic year.

THE FOLLOWING MEMORANDA OF UNDERSTANDING ARE INCLUDED AS REFERENCE ITEMS.

MEMORANDUM OF UNDERSTANDING

CONTINGENCY
(From 1985-86 Agreement)

One-time bonus of fifty percent of income over expenditures for 1985-86 fiscal year only.

A. One-time bonus, not on the salary schedule, payable in three equal payments October, November, and December 1986.

B. Any 1985-86 salary increases are part of expenditures.

C. Contingency will have a cap of four percent.

D. Exclude all categorical income and expenses.

E. Definition of net income and the existence of net income shall be resolved at the sole discretion of the Board of Trustees and which determination shall not be exercised arbitrarily or capriciously.

F. Date of Determination: First Board of Trustees meeting in September 1986.

G. No further expenditures from current revised 1985-86 budget, except for minor housekeeping items and emergencies declared by the Board of Trustees.

H. Income addressed by this contingency will include, but not be limited to, lottery income in excess of current District budget projections, implementation of the .911 elimination factor, and other unanticipated income.

I. Faculty salary increases are of the highest priority of the Board of Trustees for any additional funds that become available this year.

MEMORANDUM OF UNDERSTANDING

DIVISION CHAIR SELECTION
(From 1985-86 Agreement)

Policy and procedures for Division Chair selection will be developed as Board Policy, following current District procedures for Division Chair election. Adoption of the policy shall follow current district procedures for board policy adoption.

THE FOLLOWING MEMORANDA OF UNDERSTANDING ARE INCLUDED AS REFERENCE ITEMS.

## MEMORANDUM OF UNDERSTANDING

### EVALUATION
(From 1985-86 Agreement)

The changes in regular and contract faculty evaluation procedures appended to this document, and jointly agreed upon by the Faculty Senate and Management, shall be implemented in the 1986-87 calendar year.

## MEMORANDUM OF UNDERSTANDING

### INSTRUCTIONAL LOAD AND HOURS OF EMPLOYMENT
(From 1985-86 Agreement)

The status quo on instructional load and hours of employment shall be maintained. The memorandum of understanding appended to the 1984-85 contract shall continue in force for the period covered by this contract. The parties shall establish a joint District/Faculty Association ad hoc load study committee. The committee shall be comprised of two members of the Board of Trustees, two members appointed by the Faculty Association, and two members of Management appointed by the Superintendent/President. The parties to this agreement recognize that the committee is to study issues and report back to its respective organizations. Negotiation of issues will be carried out in the prescribed manner, at the bargaining table.

## MEMORANDUM OF UNDERSTANDING

### JOINT STUDY COMMITTEE -- SALARY AND BENEFIT FORMULA
(From 1985-86 Agreement)

The parties to this agreement shall establish a joint District/Faculty Association ad hoc salary and benefit formula study committee. The committee shall be comprised of two members of the Board of Trustees, two members appointed by the Faculty Association, and two members of Management appointed by the Superintendent/President. The parties agree that the committee is to study issues and report back to its respective organizations. Negotiation of issues will be carried out in the prescribed manner, at the bargaining table.

THE FOLLOWING MEMORANDA OF UNDERSTANDING ARE INCLUDED AS REFERENCE ITEMS.

## MEMORANDUM OF UNDERSTANDING

## SALARY AND BENEFIT FORMULA

The District and the Association agree to adopt a salary and benefit formula for 1987-88.

The Board of Trustees will review the budget figures in September 1986 to determine by what amounts, if any, faculty salaries for 1986-87 can be further increased.

Although this review and any subsequent increase are discretionary with the Board of Trustees, the review will utilize the salary and benefit formula figures and the Board shall make a conscientious effort to reach this goal. The District and the Faculty Association agree to finalize the salary and benefit formula by August 15, 1986. The current Salary and Benefit Formula Committee will continue to meet as necessary to accomplish this goal. If the committee fails to reach agreement, the matter will proceed to mediated impasse. If impasse fails to resolve the matter, final resolution will occur through binding arbitration.

District agrees to use a figure of $175,000.00 in projecting the cost of the faculty share of the formula for 1987-88. This means in developing the 1987-88 budget, faculty salary and benefit increases will be projected at a cost of $175,000.00 and every effort will be made to balance the 1987-88 budget utilizing that projected amount of increase up to the Final Budget. The $175,000.00 may only be taken out at the time of the Final Adopted Budget.

As soon as a more accurate dollar figure can be developed by utilizing the formula, the more accurate figure will be substituted into the budget.

## MEMORANDUM OF UNDERSTANDING

## STRS "PICK-UP" RESOLUTION
(From 1985-86 Agreement)

The District Board of Trustees shall agree to the STRS "pick-up" resolution at the December 12, 1985, Board of Trustees meeting, for implementation on January 1, 1986, or as soon as approved by the Internal Revenue Service. Specific language informing unit members of the specifics of the resolution shall be included in this contract under Article 6, Salaries, and cross-referenced in the appendix on retirement.

THE FOLLOWING AGREEMENTS ARE INCLUDED AS REFERENCE ITEMS

## SALARY AND BENEFIT FORMULA AGREEMENT
(From 1987-88 Agreement)

The Faculty Association and Napa Valley College are in agreement that faculty salary and benefit increases for academic year 1987-88 shall be determined in accordance with the formula as follows:

1. Seventy percent (70%) of the annual cost of living adjustment provided by the state. For example, the adjustment for 1986-87 was 5.77%. Assuming, for example only, that the 1987-88 adjustment will be 5.5% the formula would operate as follows: 5.5% adjustment x .70 factor = 3.85% salary increase.
2. The percentage of increase will be converted to a dollar amount using as a base the amounts budgeted for 1987-88 in the categories listed below, plus all mandated costs and health benefits for faculty.

    1100.10 Instructors Salaries -- Regular
    1200.32 Coordinators Salaries
    1200.33 Division Chairpersons Salaries
    1200.40 Librarians Salaries
    1200.50 Counselors Salaries
    1300.10 Instructional Salaries -- Part-Time Day (Credit)
    1300.20 Instructional Salaries -- Part-Time Evening (Credit)
    1300.30 Instructional Salaries -- Summer Session (Credit)
    1400.11 Division Chairpersons Salaries -- Summer Session
    1400.30 Instructors Salaries -- Coaching
    1400.90 Other Non-teaching Salaries

    For example, assuming the above categories, mandated costs, and benefits total $5 million for 1987-88 the dollar figure will be computed as follows:

    $5,000,000 x .0385 = $192,500

3. The faculty association agrees to utilize at least fifty percent (50%) of the dollars available for across the board increases to the certificated salary schedule and health benefits. The faculty association further agrees that no additional salary or benefit categories will be created without negotiations with Napa Valley College.

4. On June 30, 1988, the restricted reserves for Napa Valley College shall be at least three percent (3%) of the total 1987-88 district budget. For example, assuming the total 1987-88 college budget is $12 million, the reserve amount will be computed as follows:

    $12,000,000 x .03 = $360,000

15

5. On August 15, 1987, the Board of Trustees, by a vote of five or more members in favor, may at its discretion reduce the projected faculty salary increase as it determines is necessary.

6. Should the Board of Trustees decide to make a reduction in the faculty allocation yielded by the formula, the amount of reduction shall be referred to the faculty association for ratification by a majority of its members.

   Should the faculty association fail to ratify the board's action, there shall be no faculty salary increase nor formula application for 1987-88 and traditional salary negotiations shall reopen for the 1987-88 year.

7. The current contract and salary/benefit formula shall extend through the 1988-89 contract year unless one of the parties otherwise notifies the other party no later than March 15, 1988.

TENTATIVE AGREEMENT AND ADDENDUM TO 1986-88 AGREEMENT
March 7, 1988

The parties having reached agreement on the matters of academic calendar, flex days, and work year for 1988-89 and 1989-90, the following changes shall be made to the collective bargaining agreement.

ARTICLE 6 -- SALARIES

6.10 EXTRA-PAY ASSIGNMENTS

Extra days beyond the minimum listed below are to be determined by the District and assigned to faculty within divisions based upon seniority.

6.10.1 CAREER AND RE-ENTRY CENTER COORDINATOR

For the 1988-89 academic year the Career and Re-entry Center Coordinator will be paid an amount equal to 181/76 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year the Career and Re-entry Center Coordinator will be paid an amount equal to 180/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2 COUNSELORS

6.10.2.1 For the 1988-89 academic year each counselor will be paid an amount equal to 189/176 of the certificated salary schedule step upoon which the individual is placed. For the 1989-90 academic year each counselor will be paid an amount equal to 188/175 of the certificated salary schedule step upon which the individual is placed.

6.10.2.2 For the 1988-89 academic year the most senior counselor will be paid an amount equal to 199/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year the most senior counselor will be paid an amount equal to 198/175 of the certificated salary schedule step upon which the individual is placed. Should the most senior counselor refuse these 10 extra days, the assignment will be reduced from 23 additional days to 13 additional days, and the extra 10 days will not be offered to the remaining counselors. Any extra days the District elects to have worked will be offered to the remaining counselors on a seniority basis.

6.10.3 RESPIRATORY THERAPY INSTRUCTORS

For the 1988-89 academic year each Respiratory Therapy instructor will be paid an amount equal to 206/176 of the certificated salary schedule step upon which the individual is placed. For the 1989-90 academic year each Respiratory Therapy instructor will be paid an amount equal to 205/175 of the certificated salary schedule step upon which the individual is placed.

ARTICLE 8 -- HOURS OF EMPLOYMENT/INSTRUCTIONAL LOAD

8.9 WORK YEAR

8.9.1 The work year for academic year 1988-89 shall be 176 days, the work year for academic year 1989-90 shall be 175 days.

8.9.1.1 Faculty members with extra workdays beyond the regular faculty work year are listed under Article 6.10 of this agreement.

8.9.2 For the 1988-89 academic year the work year for the Career and Re-entry Center Coordinator shall be 181 days, For the 1989-90 academic year the work year for the Career and Re-entry Center Coordinator shall be 180 days.

8.9.3 For the 1988-89 academic year the work year for Counselors shall be 189 days, which includes each day the teaching faculty is on duty plus 13 additional days; the most senior counselor shall have a work year of 199 days, which includes each day the teaching faculty is on duty plus 23 additional days, per article 6.10.2. For the 1989-90 academic year, the work year for Counselors shall be 188 days, which includes each day the teaching faculty is on duty plus 13 additional days; the most senior counselor shall have a work year of 198 days, which includes each day the teaching faculty is on duty plus 23 additional days, per article 6.10.2.

8.9.3.1 The additional days consist of 13 days immediately preceding the first day teaching faculty are required to be on duty (i.e. flex day activities or teaching

assignments, whichever comes first). For the most senior counselor, the additional days consist of 17 days immediately preceding the first day teaching faculty are required to be on duty and 6 days immediately following the end of spring semester.

(The intent of the above article is to maintain the same counselor attachment to the academic calendar that is in place, but reflect the facts that: 1) Pre-Semester Conference activities will take place within flex days and 2) because of flex days it is possible, though unlikely, that teaching will take place before flex days in the fall semester of future calendars.)

8.9.3.2 Following consultation with the counseling staff, the additional days will be assigned by the Dean, Student and Enrollment Services, within six weeks of the date of presentation of the proposed academic calendar for the subsequent year.

8.9.4 For the 1988-89 academic year the work year for Respiratory Therapy instructors shall be 206 days. For the 1989-90 academic year the work year for Respiratory Therapy instructors shall be 205 days.

## ARTICLE 11 -- ACADEMIC CALENDAR

11.1 For the 1988-89 academic year, the academic calendar shall be as set forth in Appendix B to this agreement.

11.2 For the 1989-90 academic year, the academic calendar shall be as set forth in Appendix C to this agreement.

11.3 The 1988-89 academic calendar will contain 173 instructional days and 3 flex days for a 176 day work year.

11.4 The 1989-90 academic calendar will contain 172 instructional days and 3 flex days for a 175 day work year. The number of flex days in 1989-90 will be subject to change by agreement of both parties.

This Agreement is a resolution of the issues raised during these negotiations on academic calendar, flex days, and work year for 1988-89 and 1989-90, and shall become effective on the date ratified by the District's Governing Board and the membership of the Napa Valley College Faculty Association/CTA/NEA.

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